

**MUTUAL EASEMENT**

This Mutual Easement is made and entered this the 13<sup>th</sup> day of November, 2007 by and between David L. Loftin, Sr. and Audrey L. Loftin, adult resident citizens of Olive Branch, DeSoto County, Mississippi with a permanent mailing address of 8234 Highway 178 Olive Branch, Mississippi 38654, their successors and assigns (hereinafter called "Loftin") and Trustees of the Diocese of Mississippi, a Mississippi not for profit corporation domiciled in the County of Hinds, State of Mississippi, with a permanent mailing address at Post Office Box 23107, Jackson, Mississippi 39201, its successors and assigns (hereinafter called "Trustees").

WHEREAS, Trustees own certain property (the "Church Parcel") located at 8320 Highway 178, Olive Branch, Mississippi, which is situated in the Northwest quarter of Section 28, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi which is used and occupied by the Episcopal Church of the Holy Cross;

WHEREAS, Loftin owns a parcel of land located adjacent to the eastern boundary of the Church Parcel (the "East Parcel") and a separate parcel of land located adjacent to the western boundary of the Church Parcel ("the West Parcel");

WHEREAS, Loftin desires the right of access across an existing pathway situated at the northwest corner of the Church Parcel for the purpose of ingress and egress to the northeast corner of the West Parcel;

WHEREAS, Trustees desire the right to use an existing unpaved road located on the western boundary of the East Parcel for the purpose of ingress and egress to the Church Parcel.

WHEREAS, Loftin is willing to grant Trustees an easement for ingress, egress and parking on the East Parcel and for ingress and egress along the strip of land of Loftin's property adjacent to the north boundary of the Church Parcel and the Trustees are willing to grant Loftin

6

an easement for ingress and egress across the existing pathway used by Loftin located in the northwest corner of the Church Parcel for access to the West Parcel on the terms and conditions set forth in this Mutual Easement.

WITNESSETH:

IN CONSIDERATION of the mutual benefits to accrue hereunder and other good and valuable considerations, the receipt of which is hereby acknowledged, Loftin does hereby give, grant, bargain, convey, transfer, assign, set over, and delivery unto Trustees a thirty (30) foot right-of-way and non-exclusive easement over and across that certain existing unpaved road that connects to Old U.S. Highway 78 traversing the western boundary of the East Parcel, the location of which is generally shown on the attached grid map set forth as Exhibit A marked in red.

Said easement and right-of-way shall be limited to the present roadway now in existence. The parties hereto covenant and agree that said roadways will not be changed, altered or enlarged in any way without prior written consent of Loftin.

The use of the easement for ingress and egress to Trustees' properties is for the purpose of ingress and egress by Trustees, their licensees, lessees, permittees and invitees to the Church Parcel.

Trustees shall be obligated for their reasonable burden of maintenance of the easement granted herein. The maintenance of these easements shall be prorated according to the amount and nature of use made of the road by Trustees, their licensees, lessees, permittees and invitees using the easements and rights-of-way. Trustees shall be responsible for their fair share attributable to the usage of the easement by Trustees, their licensees, lessees, permittees and invitees.

IN CONSIDERATION of the mutual benefits to accrue hereunder and other good and valuable considerations, the receipt of which is hereby acknowledged, Trustees do hereby give, grant, bargain, convey, transfer, assign, set over, and delivery unto Loftin a thirty (30) foot, more or less, right-of-way and non-exclusive easement over and across that certain existing unpaved pathway on the Church Parcel currently used by Loftin traversing the northwest corner of the Church Parcel to access the northeast corner of the West Parcel, the location of which is generally shown on the attached grid map set forth as Exhibit A marked in blue.

Said easement and right-of-way shall be limited to the present pathway now in existence. The parties hereto covenant and agree that said pathway will not be changed, altered or enlarged in any way without prior written consent of Trustees.

The use of the easement over the Church Parcel is for the purpose of ingress and egress by Loftin, his licensees, lessees, permittees and invitees to the West Parcel.

Trustees shall be obligated to repair and maintain the easement granted herein to Loftin. Loftin shall be obligated to repair and maintain the easements granted herein to Trustees.

IN WITNESS WHEREOF this instrument has been executed on this the 13<sup>th</sup> day of November, 2007.

David L. Loftin, Sr.  
David L. Loftin, Sr.

Audrey L. Loftin  
Audrey L. Loftin

Trustees of the Diocese of Mississippi

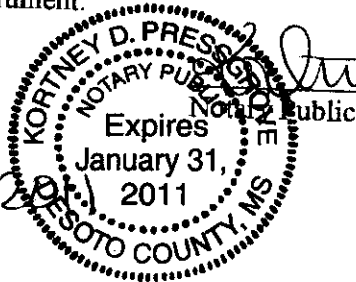
By: Duncan M. Gray, III  
Duncan M. Gray, III President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of November, 2007, within my jurisdiction, the within named DAVID L. LOFTIN, and AUDREY L. LOFTIN, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

January 31, 2011



Kortney D. Presgore  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of December, 2007, within my jurisdiction, the within named Duncan M. Gray, III, who acknowledged that he is President of the Trustees of the Diocese of Mississippi, a Mississippi not for profit corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Catherine H. Johns  
Notary Public

My commission expires:

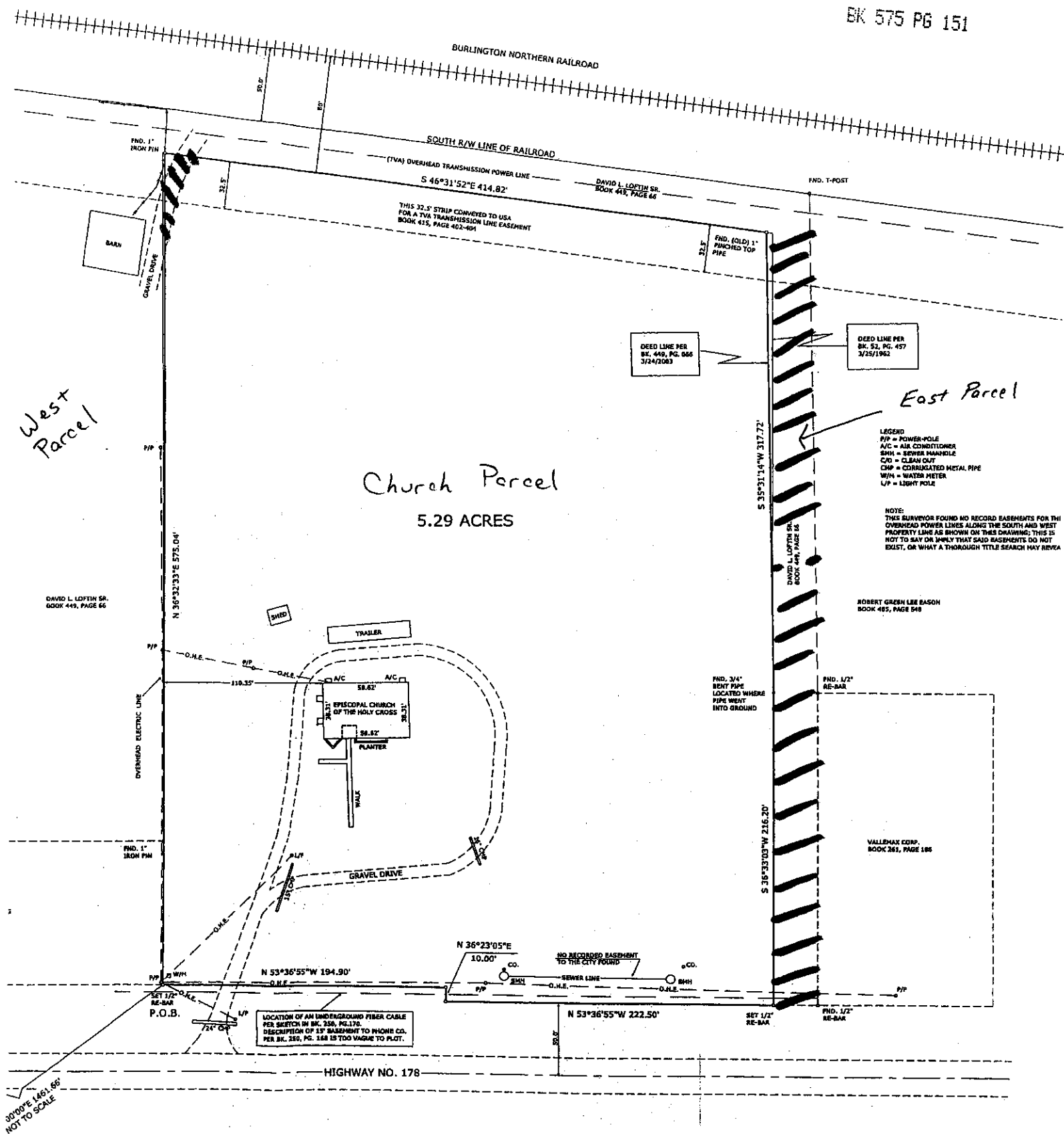
**My Commission Expires on : January 9, 2011**

Indexing Instructions:

The property described in this instrument is located in the NW1/4 of Section 28, Township 1 South, Range 6 West City of Olive Branch, Desoto County, Mississippi. Please index accordingly in the section index.

This instrument was prepare by  
and should be returned to:

Granville Tate, Jr., Esq.  
Brunini, Grantham, Grower & Hewes, PLLC  
248 East Capitol Street, Suite 1400  
Post Office Drawer 119  
Jackson, MS 39205  
Tele: 601-948-3101



**EXHIBIT**

**A**